

PLEASE READ THE FOLLOWING ADDENDUM TO THE APPLE DEVELOPER PROGRAM LICENSE AGREEMENT CAREFULLY. THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND APPLE AND ARE IN ADDITION TO THE TERMS OF THE APPLE DEVELOPER PROGRAM LICENSE AGREEMENT. SIGNIFY YOUR AGREEMENT TO BE BOUND BY THE TERMS OF THIS ADDENDUM BY CLICKING THE “AGREE” BUTTON.

## Embedded Browser Engine Entitlement Addendum for Apps in the EU

(to the Apple Developer Program License Agreement)

This Embedded Browser Engine Entitlement Addendum for Apps in the EU (“**Addendum**”) is in addition to the terms of the Apple Developer Program License Agreement (“**Developer Agreement**”). To enter into this Addendum, You must be a member in good standing of the Apple Developer Program and You must have entered into the current terms of the Developer Agreement. In addition, You must be “established” in the European Union (EU) in accordance with Article 1(2) of Regulation (EU) 2022/1925. Terms not defined herein shall have the same meaning as set forth in the Developer Agreement.

### 1. Definitions

“**Alternative Web Browser Engine**” means a web browser engine bundled within an Application, rather than the system-provided web browser engine.

“**Apple Materials**” means the Documentation, Entitlement Profile, and other materials provided by Apple to You, and which are incorporated by reference into the requirements of this Addendum.

“**Embedded Browser Engine APIs**” means any restricted Application Programming Interfaces (“**APIs**”) contained in the Apple Software, which are provided to You under this Addendum for using an Alternative Web Browser Engine.

“**Embedded Browser Engine App (EU)**” means Your Application that has been granted an Entitlement Profile.

“**Entitlement Profile**” means the entitlement profile that may be made available to You by Apple under this Addendum that permits Your Application to use an Alternative Web Browser Engine for In-App Browsing.

“**In-App Browsing**” means the display of content dynamically from the web that would be accessible and work within an app with the default browser entitlement. In-App Browsing does not include displaying content embedded within or only obtainable via Your Application.

### 2. Entitlement Profile, Licenses and Restrictions

**2.1** You understand that You will need to request an Entitlement Profile on the Apple Developer Program web portal prior to use of an Alternative Web Browser Engine in Your Application. In addition to any requirements provided in the Apple Materials, for Your Application to obtain an Entitlement Profile, the requirements in **Section 2.2** and **Section 2.3** must be met.

**2.2.** Your Application must:

- Be distributed solely on iOS and/or iPadOS in the European Union;
- Be a separate binary from any Application that uses the system-provided web browser engine for In-App Browsing;
- Not have the default browser entitlement;
- Offer and use the Entitlement Profile solely for In-App Browsing;
- Meet the following functional requirements to ensure Your Application is using a web browser engine that provides a baseline of web functionality:

- Pass a minimum percentage of tests available from both the following industry standard test suites:
  - 90% of Web Platform Tests, as a percentage of the highest number of subtests executed by any browser on the wpt.fyi front page, and on an operating system that the test suite is compatible with; and
  - 80% of Test262 on an iOS device, iPadOS device, or Mac with Apple silicon; and
- Meet the above test suite requirement even if Just in Time (JIT) compilation is unavailable (e.g., if Lockdown Mode is enabled by the user).

**2.3.** You must meet the following security requirements:

- Commit to secure development processes, including monitoring Your Application's software supply chain for vulnerabilities, and following best practices around secure software development (such as performing threat modeling on new features under development);
- Provide a URL to a published vulnerability disclosure policy that includes contact information for reporting of security vulnerabilities and issues to You by third parties (which may include Apple), what information to provide in a report, and when to expect status updates;
- Commit to mitigate vulnerabilities that are being exploited within Your Application or the Alternative Web Browser Engine in a timely manner (e.g., 30 days for the simplest classes of vulnerabilities being actively exploited);
- Provide a URL to a publicly available webpage (or pages) that provides information on which reported vulnerabilities have been resolved in specific versions of the browser engine and associated Application version if different;
- If Your Alternative Web Browser Engine uses a root certificate store that is not accessed via the iOS SDK, You must make the root certificate policy publicly accessible and the owner of that policy must participate as a browser in the Certification Authority / Browser Forum; and
- Demonstrate support for modern Transport Layer Security protocols to protect data-in-transit communications when the browser engine is in use.

**2.4** The Entitlement Profile is compatible and may only be used with Applications solely distributed within the EU on devices running iOS 17.4, a release of iPadOS as noted in the Apple Materials, or later.

**2.5** You may use the Entitlement Profile only with the Embedded Browser Engine App (EU) for which You requested the Entitlement Profile and for which Apple approved the Entitlement Profile. You agree to submit true, accurate, and complete information to Apple regarding Your requested use of the Entitlement Profile and APIs, and to update Apple according to instructions provided in the Apple Materials if any of Your information changes. Apple will review Your request and reserves the right to not provide You with the Entitlement Profile. Apple will not be liable to You for declining Your request for the Entitlement Profile or to access the Embedded Browser Engine APIs even if You have agreed to this Addendum.

**2.6** You acknowledge and agree that You will not use an Alternative Web Browser Engine in Your Application unless You have received an Entitlement Profile from Apple. If You receive an Entitlement Profile, then subject to the terms and conditions of this Addendum and the Developer Agreement, Apple hereby grants You during the Term a limited, non-exclusive, personal, revocable, non-sublicensable and non-transferable license to:

- (a) distribute the Entitlement Profile to Your Authorized Developers for testing and developing Your Embedded Browser Engine App (EU); and
- (b) use the Entitlement Profile with Your Embedded Browser Engine App (EU) solely on Authorized Test Units; Registered Devices; submission for distribution on iOS and/or iPadOS pursuant to the terms of the Alternative EU Terms Addendum; and for submission to the App Store pursuant to **Section 6 (Application Submission and Selection)** of the Developer Agreement.

**2.7** You agree to use, only through the use of the Entitlement Profile, an Alternative Web Browser Engine in Your Embedded Browser Engine App (EU) only as expressly permitted in this Addendum and in the Apple Materials. You agree not to use or attempt to use the Entitlement Profile in or with any of Your Applications not granted the Entitlement Profile or with any other developers' applications. For clarity, You may not use the Entitlement Profile with applications developed or distributed under any other Apple Developer agreements (e.g., the Apple Developer Enterprise Program License Agreement). You are permitted to use the Entitlement Profile only in connection with Your Embedded Browser Engine App (EU) developed or distributed under this Addendum and with Apple-branded products.

**2.8** You further agree to keep updated the information You provided to Apple to obtain an Entitlement Profile, and You acknowledge that changes may affect Your continued eligibility for an Entitlement Profile. If your request to use the Entitlement Profile is approved, Apple will provide you with an Entitlement Profile solely for testing and development purposes. Once You meet the requirements set forth in the Apple Materials for distribution, follow the instructions in the Apple Materials to provide the necessary information to apply for the Entitlement Profile for distribution. You acknowledge that the provision of an Entitlement Profile for testing and development does not guarantee that Apple will provide You with access to the Entitlement Profile for distribution to use for Your Applications.

**2.9** While in no way limiting Apple's other rights under this Addendum or the Developer Agreement, or any other remedies at law or equity, if Apple has reason to believe You or Your Embedded Browser Engine App (EU) have failed to comply with the requirements of this Addendum or the Developer Agreement, Apple reserves the right to revoke Your access to any or all of the Embedded Browser Engine APIs immediately upon notice to You; require You to remove Your Entitlement Profile from Your Embedded Browser Engine App (EU); terminate this Addendum; block updates of, hide, or remove Your Embedded Browser Engine App (EU) and/or other Applications from the App Store; block Your Applications from distribution on Apple platforms; and/or to suspend or remove You from the Apple Developer Program.

### **3. Program Requirements**

Your Embedded Browser Engine App (EU) must meet the following requirements, as well as the requirements provided in the Apple Materials and the Program Requirements contained in **Section 3.3** of the Developer Agreement.

#### **3.1 Security**

You and/or Your Embedded Browser Engine App (EU) must do the following:

- Use memory-safe programming languages, or features that improve memory safety within other languages, within the Alternative Web Browser Engine at a minimum for all code that processes web content;
- Adopt the latest security mitigations that remove classes of vulnerabilities or make it much harder to develop an exploit chain;
- Follow secure design, and secure coding, best practices;
- Monitor for vulnerabilities in any third-party software dependencies and the Your Embedded Browser Engine App (EU)'s broader software supply chain, migrating to newer versions if a vulnerability impacts Your Embedded Browser Engine App (EU);
- Not use frameworks or software libraries that are no longer receiving security updates in response to vulnerabilities; and
- Prioritize resolving reported vulnerabilities with expedience, over new feature development. For example, where the Alternative Web Browser Engine bridges capabilities between the platform's SDK and web content to enable Web APIs, upon request the developer must remove support for such a Web API if it is identified to present a vulnerability. Most vulnerabilities should be resolved in 30 days, but some may be more complex and may take longer.

#### **3.2 Privacy**

You and/or Your Embedded Browser Engine App (EU) must do the following:

- Block cross-site cookies (i.e., third-party cookies) by default unless the user expressly opts to allow such cookies with informed consent, or as required for compatibility in the case of popup windows that interact with frames in their opening window;
- Partition any storage or state observable by websites per top level website, or block such storage or state from cross-site usage and observability;
- Not share device identifiers with websites without informed consent and user activation;
- Label network connections using the APIs provided to generate an App Privacy Report on iOS and/or iPadOS (i.e., wherever Your Embedded Browser Engine App (EU) is distributed); and
- Follow commonly adopted web standards on when to require informed user activation and/or user consent, as appropriate for Web APIs (e.g. clipboard or full screen access), including those that provide access to Personally Identifiable Information (PII).

### **3.3 Additional Requirements**

You and/or Your Embedded Browser Engine App (EU) must comply with the following:

- You must submit with each binary submission the name and version of Alternative Web Browser Engine embedded in Your Embedded Browser Engine App (EU).
- Upon a new version of the Alternative Web Browser Engine embedded in Your Embedded Browser Engine App (EU) being made available, You must submit an update to Your Embedded Browser Engine App (EU) with that new version within fifteen (15) calendar days.
- The primary focus of Your Embedded Browser Engine App (EU) while providing In-App Browsing must be to provide web browsing functionality. The In-App Browsing user interface must:
  - Take over the majority of the display, apart from relevant controls allowing the end user to control the browsing session;
  - Provide a button or link to the default browser of the system to allow the end user to open a dedicated browser app to view the content currently being displayed; and
  - Display the domain or URL whose content is being rendered by In-App Browsing.

## **4. Submission to Apple for App Store Distribution**

**4.1** By submitting Your Embedded Browser Engine App (EU) to Apple for distribution on the App Store, You represent and warrant that Your Embedded Browser Engine App (EU) complies with the requirements of this Addendum, as well as with the Developer Agreement, the Program Requirements in **Section 3.3** of the Developer Agreement, and the App Review Guidelines. You are solely responsible for developing an Embedded Browser Engine App (EU) that complies with applicable laws and regulations.

**4.2** Nothing herein shall imply that Apple will accept Your Embedded Browser Engine App (EU) for distribution on the App Store, and You acknowledge and agree that Apple may, in its sole discretion, reject, or cease distributing Your Embedded Browser Engine App (EU) for any reason. For clarity, once Your Embedded Browser Engine App (EU) has been selected for distribution via the App Store it will be considered a **“Licensed Application”** under the Developer Agreement.

**4.3** Apple shall not be responsible for any costs, expenses, damages, losses (including without limitation lost business opportunities or lost profits) or other liabilities You may incur as a result of Your Embedded Browser Engine App (EU) development or use of any Apple Materials, including without limitation the fact that Your Embedded Browser Engine App (EU) may not be selected for distribution via the App Store.

## **5. Your Acknowledgements**

You acknowledge and agree that:

**5.1** Apple may at any time, and from time to time, with or without prior notice to You, modify, remove, or reissue the Apple Materials or the Embedded Browser Engine APIs, or any part thereof. You understand that any such modifications may require You to change or update Your Embedded Browser

Engine App (EU) at Your own cost and that features and functionality of such App may cease to function. Except as required by applicable law, Apple has no express or implied obligation to provide, or continue to provide, the Apple Materials or Embedded Browser Engine APIs, and may suspend or discontinue all or any portion of Your access to them at any time.

**5.2** Apple makes no guarantees to You in relation to the availability, completeness, or accuracy of the Apple Materials, the Embedded Browser Engine APIs, or any data from the Embedded Engine APIs, and Apple is not obligated to provide any maintenance, technical or other support for the Embedded Browser Engine APIs or the Apple Materials. You are fully responsible for testing Your Embedded Browser Engine App (EU) and the use of the Entitlement Profile with each new release of the Apple operating system software.

**5.3** In Your capacity as the legal entity responsible for any user data processed in connection with the use of Your Embedded Browser Engine App (EU), You are solely responsible for complying with applicable data protection and privacy laws and regulations.

**5.4** If You choose to stop using the Entitlement Profile for Your Embedded Browser Engine App (EU) or do not intend to renew the term of Your Developer Agreement, You must submit an update to Your Embedded Browser Engine App (EU) removing Your Entitlement Profile and the use of the Embedded Browser Engine APIs prior to such cessation or the expiration of the term.

**5.5** You will not be permitted to access or use the Apple Materials or Embedded Browser Engine APIs after expiration or termination of this Addendum or the Developer Agreement.

**5.6** The Apple Materials, Embedded Browser Engine APIs, and any data from the Embedded Browser Engine APIs are provided by Apple to You on an “AS IS” and “AS AVAILABLE” basis. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT ALL USE OF THE APPLE MATERIALS, EMBEDDED BROWSER ENGINE APIS, AND ANY DATA FROM THE EMBEDDED BROWSER ENGINE APIS IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, RELIABILITY, AND EFFORT IS WITH YOU. APPLE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE APPLE MATERIALS, THE EMBEDDED BROWSER ENGINE APIS, OR ANY DATA FROM THE EMBEDDED BROWSER ENGINE APIS, OR THEIR USE OR OPERATION ALONE OR IN COMBINATION WITH YOUR EMBEDDED BROWSER ENGINE APP (EU), PRODUCTS, SYSTEMS, OR SERVICES. APPLE DOES NOT WARRANT THAT THE APPLE MATERIALS, EMBEDDED BROWSER ENGINE APIS, OR ANY DATA FROM THE EMBEDDED BROWSER ENGINE APIS WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APPLE MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN THE APPLE MATERIALS WILL BE CORRECTED, OR THAT THE APPLE MATERIALS, EMBEDDED BROWSER ENGINE APIS, OR ANY DATA FROM THE EMBEDDED BROWSER ENGINE APIS WILL BE COMPATIBLE WITH ANY APPLE PRODUCTS, SOFTWARE OR SERVICES OR ANY THIRD-PARTY SOFTWARE, APPLICATIONS, OR SERVICES. This **Section 5.6** will apply to the maximum extent permitted by applicable law.

## **6. Confidentiality**

You agree that any non-public information regarding the Embedded Browser Engine APIs or Entitlement Profile shall be considered and treated as “Apple Confidential Information” in accordance with the terms of **Section 9 (Confidentiality)** of the Developer Agreement. You agree to use such Apple Confidential Information solely for the purpose of exercising Your rights and performing Your obligations under this Addendum and agree not to use such Apple Confidential Information for any other purpose, for Your own or any third party’s benefit, without Apple’s prior written consent. You further agree not to disclose or disseminate Apple Confidential Information to anyone other than those of Your employees or contractors who have a need to know and who are bound by a written agreement that prohibits unauthorized use or disclosure of the Apple Confidential Information.

## **7. Changes to this Addendum; Termination of this Addendum**

This Addendum shall apply to existing and future versions of the Developer Agreement into which You may enter. Apple may terminate in the event of a material breach by You of any of Your obligations under

this Addendum, provided that: (i) Apple provides notice to You thereof, and (ii) such breach is not cured within thirty (30) days following the date such notice is deemed given. In addition, either party may terminate this Addendum upon thirty (30) days' prior written notice to the other party. If You engage, or encourage others to engage, in any misleading, fraudulent, improper, unlawful or dishonest act relating to this Addendum, however, Apple reserves the right to terminate this Addendum immediately upon providing You notice. Termination of this Addendum will not constitute termination of the Developer Agreement; provided, however, that termination of the Developer Agreement will constitute termination of this Addendum. The following provisions will survive the termination of this Addendum: **Section 1**, **Sections 2.1** through **2.5**, **Section 2.8**, **Section 2.9**, **Section 3**, and **Sections 4** through **10**. In the event of a conflict between this Addendum and the Developer Agreement, this Addendum will control with respect to such conflict.

## **8. Additional Liability Disclaimer**

TO THE EXTENT NOT OTHERWISE PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL APPLE BE LIABLE FOR ANY DAMAGES OR LOSSES INCLUDING BUT NOT LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, OR OTHER INTANGIBLE LOSS, ARISING OUT OF OR RELATED TO THIS ADDENDUM, THE USE OF THE APPLE MATERIALS, THE EMBEDDED BROWSER ENGINE APIS, AND ANY DATA FROM THE EMBEDDED BROWSER ENGINE APIS, ANY CHANGE, MODIFICATION, SUSPENSION, TERMINATION, OR DISCONTINUATION OF THE APPLE MATERIALS OR THE EMBEDDED BROWSER ENGINE APIS, THE FAILURE OF OR ANY ERRORS OR INACCURACIES IN THE APPLE MATERIALS, THE EMBEDDED BROWSER ENGINE APIS, OR ANY DATA FROM THE EMBEDDED BROWSER ENGINE APIS.

## **9. Additional Indemnification Obligations**

In addition to the indemnification obligations contained in **Section 10 (Indemnification)** of the Developer Agreement and to the extent permitted by applicable law, You agree to indemnify and hold harmless, and upon Apple's request, defend, any Apple Indemnified Party from any and all Losses incurred by an Apple Indemnified Party arising from or related to the App or Your use of the Apple Materials, Embedded Browser Engine APIs, or any data obtained from the Embedded Browser Engine APIs, including but not limited to any claims for improper use of the Embedded Browser Engine APIs, any data obtained therefrom, or any end user claims arising out of or related to the use of Your Embedded Browser Engine App (EU).

## **10. Choice of Law and Jurisdiction**

For clarity, this Addendum forms part of the European Relationship for the purposes of **Section 14.10(d)** of the Developer Agreement and all contractual and non-contractual obligations arising out of, or in connection with it, shall be governed by and construed in accordance with Irish law. This provision shall take precedence to the extent there is any inconsistency with **Section 14.10(d)** of the Developer Agreement.

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